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coupon book which he could not produce. Conductor did not demand cash fare, nor did plaintiff tender such payment. *Held*, defendant not liable for expulsion.

Whether cash fare must be demanded after tender of invalid ticket does not appear from the reported cases to have been hitherto directly in issue. *Railroad Co. v. Kirby*, 88 Md. 409; *Boylan v. Railroad Co.*, 132 U. S. 146. Judicial notice, however, will be taken of a passenger's obligation to pay; *Condran v. Railroad Co.*, 14 C. C. A. 506, 28 L. R. A. 749, and from this the court infers that the custom of demanding fare cannot be treated as a requirement, but that the duty rests with the passenger to tender payment.

COMMON CARRIER—LIABILITY—STOPPAGE IN TRANSITU—NEGLECT.—ROSENTHAL ET AL. V. WEIR, 63 N. E. 65 (N. Y.).—*Held*, where a common carrier agrees to stop goods in transit and then negligently delivers them it is liable for the full value of the goods, notwithstanding the fact that the goods were carried under a bill of lading limiting its liability.

The exercise of the right of stoppage *in transitu* by the plaintiff puts an end to the contract of carriage, and reverts the possession of the goods in him. *Cross v. O'Donnell*, 44 N. Y. 661, 4 Am. Rep. 721. *Penn. R. R. Co. v. Am. Oil Works*, 126 Pa. 485, 17 At. Rep. 671. A common carrier from the time it is notified and directs its agent not to deliver goods becomes the bailee of the shipper to which relation a bill of lading has no reference. If it then delivers goods it becomes liable in trover. *Litt v. Crowley*, 7 Taunt. 169, 23 Eng. Ruling Cases 411.

COMMON CARRIER—RIDING ON PASS—ASSUMPTION OF RISK.—DUNCAN V. MAINE CENT. R. CO., 113 Fed. 508 (Me.).—*Held*, that one riding on free pass, assenting that he should assume all risk and that carrier should not be liable, cannot recover for injuries from negligence of carrier's servants.

This decision directly departs from the well-established rule that a common carrier cannot stipulate against responsibility of himself or servants,—5 Am. & Eng. Ency., 508; *R. R. Co. v. Lockwood*, 17 Wall 357; *Waterbury v. R. R. Co.*, 17 Fed. 671. It follows the distinction laid down in the *New York* and *New Jersey* cases, generally denied as having no solid foundation. *Whart. on Neg.*, 641. See also *R. R. Co. v. Voight*, 17 Fed. 671.

COMMON CARRIER—TICKET AS EVIDENCE—RIGHT TO STOP-OFF.—SCHOFIELD V. PENN. CO., 112 Fed. 855 (C. C. A.).—Where R. R. Co. agrees to transport passenger between specified points with right to stop off at intermediate points, there being nothing on face of ticket inconsistent with such right nor rule of company contrary, and conductor takes coupon covering distance between such points, *Held* that passenger may resume journey from point of stop-off without ticket and action lies for expulsion.

There is much conflict as to the value of a ticket as conclusive evidence of rights of passenger. Many cases hold that upon failure to exhibit ticket passenger may be expelled upon refusal to pay fare whatever be the circumstances. 25 Am. & Eng. Ency., 1075-77; 18 Am. & Eng. R. Cas. 347. The current of recent cases, however, in what would seem the better doctrine, supports this decision. *Murdock v. Boston R. Co.*, 137 Mass. 293; *Phila. etc., R. Co. v. Rice*, 64 Md. 63.